

## **REMARKS**

In response to the Final Office Action mailed March 2, 2006 in the above-identified application, Applicant respectfully requests consideration. To further the prosecution of this application, each of the issues raised in the Office Action is addressed herein.

Claims 45, 47, 48, 51, 52, 54 to 60, 62 to 66 and 68 to 76 are pending in this application, of which claims 45, 64 and 76 are independent claims. By this amendment, Applicant has amended claims 45, 64 and 76. No new matter has been added. The application as presented is believed to be in allowable condition.

### A. Claim Rejections Under 35 U.S.C. §103

On page 2 of the Office Action, claims 45, 47, 48, 51, 52, 54 to 60, 62 to 66 and 68 to 76 were rejected under 35 U.S.C. §103(a) as allegedly defining subject matter obvious over Huberman (U.S. Patent No. 5,826,244) in view of Feezell (U.S. Patent No. 6,253,189).

Claim 45 defines a method for allocating a network resource, in which several buyer agents bid for all or a portion of the network resource. A first buyer agent submits a bid for the network resource, and in response to a second buyer agent's bid, the first buyer agent may submit an updated bid. Subsequently, a decision is made to allocate the network resource in accordance with these bids. The allocation is such that, in at least some circumstances, the network resource is "allocated to both buyer agents in response to the bids"; it is not always a "winner-take-all" result. Furthermore, claim 45 defines an unitary transaction in which the single decision to allocate results from the first bid, the second bid and the updated bid. Such a bidding system takes advantage of the network resource's shareable (divisible) nature.

Neither the Huberman nor the Feezell reference, either alone or together, suggests sharing a resource among a plurality of bidders in a single transaction. When Huberman's automated auctioning system receives a work request from a customer, it engages in a virtual auction between various suppliers and may present the customer with several possible resultant bids (e.g., the three lowest bids), but the customer selects only a single winner from among them. *See* col. 4, lines 6-10. Nowhere does Huberman disclose or suggest allocating the work between more than one winner. If the customer wants to divide work among subcontractors, he must submit separate work requests to Huberman's system. *See* col. 8, lines 54-60. The Huberman

system does not itself determine how much of a unitary job to allocate to different bidders; the customer needs to divide the job up first.

Nor does the Feezell reference teach such an allocation. In fact, the Feezell reference does not disclose an auctioning system at all, much less an auctioning system that allocates the network resource amongst more than one bidders in a single transaction.

For at least the foregoing reasons, claim 45 is patentable over Huberman and Feezell and is in condition for allowance. Claims 47, 48, 51, 52, 54 to 60, 62, 63 and 72 to 75 depend from claim 45 and are allowable at least because of their dependency.

Claim 64 is a system claim that corresponds, roughly, to claim 45 and is allowable for at least the same reason as claim 45. Claims 65, 66, 68 to 71 depend from claim 64 and are allowable at least because of their dependency.

Claim 76 recites, *inter alia*, allocating the network resource “to both buyer agents in response to the bids.” For reasons similar to those discussed above in connection with claim 45, claim 76 is patentable over Huberman and Feezell and is in condition for allowance.

Each of the dependent claims also defines patentable features of the invention. Each dependent claim partakes of the novelty of its corresponding independent claim, so these claims have not been discussed specifically herein.

It is believed that all of the pending claims have been addressed. However, the absence of a reply to a specific rejection, issue or comment does not signify agreement with or concession of that rejection, issue or comment. In addition, because the arguments made above may not be exhaustive, there may be reasons for patentability of any or all pending claims (or other claims) that have not been expressed. Finally, nothing in this paper should be construed as an intent to concede any issue with regard to any claim, except as specifically stated in this paper, and the amendment of any claim does not necessarily signify concession of unpatentability of the claim prior to its amendment.

In view of the foregoing amendments and remarks, Applicant respectfully submits that the application is in condition for allowance, and such action is respectfully requested at the Examiner’s earliest convenience.

Applicants hereby request any necessary extension of time. Please charge any deficiency to Deposit Account No. 06-1448, reference IHG-001.01. Applicant’s undersigned attorney can

be reached at the address shown below. All telephone calls should be directed to the undersigned at 617-832-1257.

Respectfully submitted,

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